

**PART IV-SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**L.1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO constitutes the making of certain representations and certifications, WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**L.2 INQUIRIES**

Perspective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted). All questions shall be submitted in writing, e-mailed or faxed to:

FAA NAS Acquisition Division (AMQ-210)  
ATTN: Ms. Shauna Martinez, Contract Specialist  
6500 S. MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4931  
Phone: 405-954-8321  
Fax: 405-954-9219  
Email: [shauna.martinez@faa.gov](mailto:shauna.martinez@faa.gov)

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 7 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding. Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive acquisition, there is no public bid opening and no information will be given out as to the number of offerors or the results of the competition until all awards are made. At award, the Government will give out the name of the awardee only.

**L.3 DIRECTIONS FOR SUBMITTING PROPOSALS**

Offers must be received by the date/time set in Block 9 of Page 1. Offers must be received in sealed envelopes/packages, marked and addressed as follows:

**MARK PACKAGES:**  
**Solicitation No. DTFAAC-10-R-04302**  
**Offer Closing Date: 28 October 2010**  
**Offer Closing Time: 2:00 P.M. (1400 hours),**  
**(CENTRAL TIME)**

**MAILING ADDRESS:**  
**FAA NAS Acquisition Division (AMQ-210)**  
**ATTN: Ms. Shauna Martinez, Contract Specialist**  
**P.O. Box 25082**  
**Oklahoma City, OK 73125-4931**

**PLEASE NOTE: No Site Visit or Pre-proposal Conference is planned for this procurement.**

Special Instruction Pertaining to Hand Carried Offers:

If your submission will be hand-carried, you must make arrangements at least one day in advance with the contract specialist (Tel: 405-954-8321). Hand-carried proposals must be delivered to the following address:

FAA NAS Acquisition Division (AMQ-210)  
ATTN: Ms. Shauna Martinez, Contract Specialist  
6500 S. MacArthur Boulevard  
Multi-Purpose Building, Room 313  
Oklahoma City, OK 73169

**NOTE:** *If offers are handcarried, additional time should be allowed to access the depository facility due to heightened security requirements.*

Please ensure that all courier and delivery personnel are aware of these procedures.

**L.4 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS**

(a) Each Vendor will submit information identified in the volumes as set forth in paragraph (b) below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the prescribed formats subsequently identified herein.

(b) The titles and contents of the volumes should be as set forth below with the required number of copies.

Volume	Title	Proposal Organization	Copies
I	Contract Documentation / Cost/Price Proposal		Original and 2 copies
II	Technical Proposal (to include Past Performance Information)**		Original and 5 copies

\*\*No reference shall be made to costs/prices in Volume II.

(c) Page Limitations. Page limitations shall be treated as maximums. If exceeded, the excess pages beyond the stated page limit will be removed from the proposal and not be considered. Each page shall be counted except cover pages, table of contents, list of tables or drawings, tabs, and glossaries. **CAUTION: Evaluators will read only up to the page limit as specified for each volume and evaluate accordingly.**

(d) Common items for all volumes:

- (1) When both sides of a sheet display printed material, it shall be counted as two pages.
- (2) Volume cover shall designate volume title along with applicable page(s) the Vendor deems competition sensitive.
- (3) All volumes should be separately bound in three-ring, loose-leaf binders.

(e) **Volume I - Cost/Price Proposal:** This volume will be in both FAA and Offeror format. This will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete and submit:

TAB	CONTENTS OF THE CONTRACT DOCUMENTATION / COST/PRICE PROPOSAL
#1	Offeror's Executive Summary
#2	Section A, Solicitation, Offer, and Award Form and Acknowledgement of Amendments
#3	Section B, Pricing Schedule
#4	Section K, Representations, Certifications, and Other Statements of Offerors and Business Declaration Form (Attachment L.4, only required by the successful offeror at Government request prior to contract award)

#5	Negotiated Direct Hourly Labor Rates, Fringes, Indirects, and Profit (Attachment L.5)
#6	Skill Category Designation (Exempt / Non-Exempt) (Attachment L.6)
#7	Joint Venture (JV) or Mentor / Protégé Agreement, if applicable.
#8	Pre-Award Survey

(1) **Tab #1, Offeror's Executive Summary**, Offeror format limited to one (1) 8.5" x 11" page. Suggested Content: introduction; brief company history; identify Key Personnel; and any other pertinent information.

(2) **Tab #2, Section A, Solicitation, Offer and Award** (SF33), completed Blocks 12 through 18, and Acknowledgement of each Amendment issued under the SIR (SF30), completed Blocks 8 and 15A-C;

(3) **Tab #3, Section B, Pricing Schedule** (Government format required)

(4) **Tab #4, Section K, Representations and Certifications and Business Declaration Form**;  
*(Note: Completion of documents identified at (1) through (4) above indicates that the Offeror has read and agrees to the terms and conditions contained in SIR/RFO. The FAA may consider offers that take exception to the terms and conditions of the SIR/RFO to be unacceptable and thereby ineligible for award. Firms submitting such offers may not be given the opportunity to revise their offer.)*

(5) **Tab #5, Negotiated Direct Hourly Labor Rates**. Offeror shall complete Attachment L.5 and submit with this Volume;

(6) **Tab #6, Skill Category Designation (Exempt / Non-Exempt)**. Offeror shall identify all positions as Exempt or Non-Exempt and complete the Attachment L.6 to submit with this Volume.

(7) **Tab #7, Joint Venture (JV) or Mentor / Protégé Agreement**, if applicable. If a JV Agreement has not yet been finalized / approved, indicate its status. JV Agreements must clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, and a clear delineation of responsibilities and authorities between the JV parties.

(8) **Tab #8, Pre-Award Survey**. The Pre-Award Survey (found in Section L, Attachment L.2) must be completed by all offerors and submitted as part of their price proposal. This document will be used by the Contracting Officer for the Contracting Officer's Determination of Responsibility done prior to contract award.

(9) There is no page limitation on Volume I.

(f) **Volume II – Technical Proposal (to include Past Performance Information)**. This volume will include the Technical Proposal for the services to be contracted under this solicitation. This documentation will be in Offeror and FAA format preferably with page size of 8.5x11 inches, except if applicable, foldouts using 11x17 inch paper. Foldouts or duplex printed pages will count as two pages in the Technical Proposal unless otherwise specified in the instructions below. Offeror's should notes that quality of content provided is more important than quantity.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL
#1	Factor 1, Organizational Experience
#2	Factor 2, Past Performance Information

#3	Factor 3, Management Approach and Quality Control Plan (QCP)
#4	Factor 4, Key Personnel and Staffing

(1) Page Limitations. Please see paragraph L.4(a) through (d) above for format and page count instructions. The following page limitations are established for each factor in Volume II described above:

- Factor #1, Organizational Experience – Limited to 5 forms plus one continuation page each (maximum of 10 pages)
- Factor #2, Past Performance – Past Performance Questionnaires – no page limit; see Factor #2 discussion below
- Factor #3, Management Approach and Quality Control Plan (QCP) – Limited to 10 pages for the Management Approach narrative and 10 pages for the Quality Control Plan.
- Factor #4, Key Personnel and Staffing – Limited to 10 pages, including resumes and staffing plan
- The total overall page limitation for Volume II is 40 pages (excluding Factor #2).

Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

Please note that Evaluators will neither read nor consider any information in any pages provided beyond the specific page count by factor or the overall proposal page limitations.

(2) Detailed Submission Requirements for the Technical Proposal. The following is a detailed description of the information to be submitted under each tab.

(i) **Tab #1 -- Factor 1, Organizational Experience.** Demonstrate the experience of the offeror and/or proposed team, including sub-contractors, on projects same/similar to that described in Section C, specifically Parts I and II, for same/similar work.

The Offeror shall complete a minimum of three (3), but no more than five (5), "Organizational Experience Information" forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed within the last 3 years. At least two (2) of the projects provided must be valued at over \$500,000. If the Offeror does not have prior prime contracts to cite, then the Offeror may cite instances on which it has served as a primary subcontractor.

Offerors may use up to one 8 ½" x 11" page as a continuation page for Block 6 information, as needed, and are cautioned to clearly identify any continuation pages with the project title and dates to assist the Government in their evaluation.

If any of the information required is not included in the form then the Offeror will be considered non-responsive and evaluated as unacceptable.

(ii) **Tab #2 -- Factor 2, Past Performance.** Offeror's shall provide Attachment L.3, Past Performance Questionnaire, to the following references for each project submitted under Factor 1:

- Contracting Officer;
- Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR); and
- Project Manager.

Each of the Offeror's references must complete the questionnaire and either email or FAX a hardcopy direct to: FAA, Attn: Shauna Martinez (AMQ-210), [shauna.martinez@faa.gov](mailto:shauna.martinez@faa.gov) or FAX: 405-954-9219.

Completed questionnaires must be received by the due date for receipt of proposals found on the solicitation and award document and Paragraph L.3 of this Section. Late submissions will not be included, nor considered, as part of the Offeror's proposal. Each offeror is responsible for any follow-up with their references to ensure timely submission of completed questionnaires

(iii) **Tab #3 – Factor 3, Management Approach and Quality Control Plan (QCP).** Offeror must provide a narrative of not more than ten (10) pages in length that addresses the Offeror's Management Approach and their plan for an integrated approach encompassing the requirements for successful performance of the proposed contract as found in Section C. At a minimum, the narrative must address:

- Overall Program Management of the contract, to include:
  - Discussion of Spans of Control
  - Delegations of Authority for Work, Personnel, and Management Decisions
  - Use and Management of Subcontractors
  - Level of Responsiveness from the Offeror in Situations that require Prompt Decision Making
- Work Requirements;
- Training Requirements;
- Correspondence Requirements;
- Quality Requirements;
- Management and Oversight of Government Furnished Property; and
- Task Order / Work Order Management System.

Offeror's shall attach an organizational chart(s) defining placement of all position and functions (decision makers and key personnel by name, full / part-time employees, and subcontractors). Lines of authority for decision making should be shown up to the head of the prime contractor's organization.

Organizational charts are included in the page limit for the Management Approach narrative.

As part of Factor #3, Offerors must also provide a separate Quality Control Plan (QCP) which addresses, in greater detail, the requirements of Section C, Part II, Paragraph F and the Quality Assurance Surveillance Plan (attached to Section C). The plan shall outline how quality services will be provided and maintained over the life of the contract. The plan is limited to not more than ten (10) pages total.

(iv) **Tab #4 – Factor 4, Key Personnel and Staffing.** Offerors shall use the sample resume format at attachment L.7 for submission of resumes for "Key Personnel". For the purposes of submittal under this factor, are those listed in Section C, Part II, Paragraph B.2.3. Resumes must fully indicate the responsibilities of the person in connection with any projects listed on their resume. Resumes are limited to not more than two (2) pages each.

In addition to resumes, Offerors must provide a detailed staffing plan of not more than six (6) pages in length that addresses how the Offeror will recruit and maintain qualified personnel, adjust for phase-in / phase-out transition period(s), train / evaluate / educate / develop personnel throughout the life of the contract to ensure maintenance of proficiency and to keep applicable skills current as required to support the telecommunications infrastructure as it may change at MMAC. The staff plan should include the proposed number of staff the Offeror proposes as necessary by labor category as outlined in Section C, and any other staff the Offeror feels necessary in performance of the work requirements over the life of the contract.

## **L.5 RELATIONSHIP BETWEEN SECTIONS L AND M**

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

**L.6 SUBMISSION OF COST OR PRICING DATA**

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data will be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data upon request from the contracting officer.

**L.7 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each Offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

**L.8 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

**L.9 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

**L.10 ISO 9001:2000 CERTIFICATION/COMPLIANT INCENTIVE PROGRAM REQUIREMENTS (AUG 2006)****CLA.4538**

(a) The Federal Aviation Administration Logistics Center (FAALC) in Oklahoma City is an ISO 9001:2000 registered organization. In compliance with Element 7.4, Purchasing, of the standard, and how it relates to products and services provided by the Logistics Center, the FAALC has an evaluation incentive program to encourage contractors to offer products/services that are produced utilizing an ISO 9001:2000 certified or compliant process. The incentive will be used in the evaluation of prices offered and shall be applicable only in making a determination for contract award. This evaluation incentive program allows for award to other than the low offeror in accordance with provision titled, Evaluation of Offers, in Section M of this Screening Information Request (SIR) or Request for Offer (RFO).

(b) To receive the evaluation incentive, the offeror must offer a product/service processed under the standards identified above; complete the required provision titled, Certification of Products/Services Offered, in Section K of this SIR; and provide the documentation required and listed in paragraphs (c) and (d), below. All referenced certification/compliance requirements shall be met prior to the time specified for receipt of offers for this SIR or RFO.

(c) Certification will be demonstrated by providing a copy of an ISO 9001:2000 Quality System Registrars' authentic certificate.

(d) ISO 9001:2000 compliance will be demonstrated by the presentation of documented proof of a second party audit within the last 12 months. Audit findings must confirm compliance.

**L.11 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)****CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

### **3.2.2.3-38 ALT II REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION – ALTERNATE II (JULY 2010)**

(a) The FAA does not require certified cost or pricing data.

(b) The offeror must provide the following information:

1. See Paragraph L.4(e)(5) – Volume I, Cost/Price Proposal, Tab #5, Negotiated Direct Hourly Labor Rates, Fringes, Indirects, and Profit. Format for this information is found at Attachment L.5.
2. See Paragraph L.4(e)(6) – Volume I, Cost/Price Proposal, Tab #6, Skill Category Designation (Exempt / Non-Exempt). Format for this information is found at Attachment L.6.

### **3.2.4-1 TYPE OF CONTRACT (APR 1996)**

The FAA contemplates award of an Indefinite-Delivery/Indefinite-Quantity type contract with firm fixed-priced unit prices resulting from this Screening Information Request/Request for Offer.

### **3.9.1-3 PROTEST (NOV 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W., Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov/> (on this web page, select "Search and View Clauses").

<b>3.2.2.3-1</b>	<b>FALSE STATEMENTS IN OFFERS (JUL 2004)</b>
<b>3.2.2.3-11</b>	<b>UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)</b>
<b>3.2.2.3-12</b>	<b>AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)</b>
<b>3.2.2.3-13</b>	<b>SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)</b>
<b>3.2.2.3-14</b>	<b>LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JUL 2004)</b>
<b>3.2.2.3-16</b>	<b>RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)</b>
<b>3.2.2.3-17</b>	<b>PREPARING OFFERS (JUL 2004)</b>
<b>3.2.2.3-18</b>	<b>PROSPECTIVE OFFERORS REQUESTS FOR EXPLANATION (FEB 2009)</b>
<b>3.2.2.3-19</b>	<b>CONTRACT AWARD (JUL 2004)</b>
<b>3.3.1-30</b>	<b>PROGRESS PAYMENTS NOT INCLUDED (NOV 1997)</b>
<b>3.13-4</b>	<b>CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2006)</b>



**ATTACHMENTS TO SECTION L**

- L.1 ORGANIZATIONAL EXPERIENCE INFORMATION FORM**
- L.2 PRE-AWARD SURVEY**
- L.3 PAST PERFORMANCE QUESTIONNAIRE**
- L.4 BUSINESS DECLARATION FORM**
- L.5 NEGOTIATED DIRECT HOURLY LABOR RATES**
- L.6 SKILL CATEGORY DESIGNATION (EXEMPT / NON-EXEMPT)**
- L.7 SAMPLE RESUME FORMAT**

## ATTACHMENT L.1

## ORGANIZATIONAL EXPERIENCE INFORMATION

(To be completed by Contractor)

<b>1. Contractor:</b> <b>Name:</b>  <b>Address:</b>	<b>2a. Contract /Task Order(TO) /Purchase Order (PO) Number:</b>
	<b>2b. Offeror's Role on this Project: Prime ____ Subcontractor ____</b>
	<b>3. Contract/TO/PO Dollar Value:</b>
	<b>4. Contract/TO /PO Status:</b> <input type="checkbox"/> Active <input type="checkbox"/> Complete <b>Completion Date (w/ extensions):</b>

**5. Project Title:****Location:**

**6. Project Description—Include at a Minimum a Discussion of the Role of the Contractor on the Project; Specific Responsibilities of the Contractor in Performance of the Effort; and Problems encountered and Corrective Actions taken to resolve Issues.**

**7. Project Owner or Project Manager for the Client – provide:****Name:****Address:****Telephone Number and E-mail:**

**ATTACHMENT L.2**

<b>CONTRACTOR EXPERIENCE DATA PRE-AWARD SURVEY INFORMATION</b>		DATE:	
Firm Name and Telephone Number		Main Office Address (Street, City, and State)	
Branch Offices		Services Rendered <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Manufacturing <input type="checkbox"/> Consultant	
Organization <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		Date Organized	Date Incorporated:  State:
Names of Officers and Other Key Personnel			
<b>I – PRESENT PAYROLL PERSONNEL (List Number of Each Category Below)</b>			
Partners:	Remainder:	Subtotal Permanent:	
Officers:	Total:	Maximum Personnel at Any Time:	
Other Key:		Date:	
<b>II—EQUIPMENT OWNED</b>		<b>III—FINANCIAL DATA AS OF (DATE):</b>	
Present Value (\$)		Current Assets:	
Acquisition Cost (\$)		Current Liabilities:	
		Net Worth:	
<b>IV—TOTAL VALUE OF WORK IN PAST 6 YRS EXCLUSIVE OF JOINT VENTURE (LIST MOST RECENT FIRST)</b>		<b>V—LARGEST JOB EVER CONTRACTED (If Other Than in Past Six Years)</b>	
\$	<b>LARGEST JOB IN PAST 6 YRS</b>  Contract Amount: Date: Description:  Owner:	Contract Amount:	
\$		Date:	
\$		Description:	
\$			
\$			
\$			
Avg. Annual Income		Owner:	
\$			
<b>VI—TYPE OF WORK IN WHICH FIRM SPECIALIZES</b>			
NAME AND POSITION/TITLE OF PERSON SIGNING		SIGNATURE	
NOTE: Use reverse side for explanations or detailed description of item(s) reported above.			

**SCHEDULE A****EXISTING COMMITMENTS**

Contract Number and Total Value	Description of the Work	Project Owner*	Performance Period	% of work subcontracted

\* PLEASE PROVIDE NAME OF ORGANIZATION, POINT OF CONTACT, AND TELEPHONE NUMBER FOR CONTACT

**SCHEDULE B****EXPERIENCE DATA**

List below the principal projects the firm has completed within the past 5 years.

Contract Number and Total Value	Description of the Work	Contact Person for the project and phone number	% of work subcontracted

**SCHEDULE C**  
**EQUIPMENT AND PERSONNEL**

Provide a detailed statement below as to the availability of specific plant/personnel/equipment needed in order to perform the work in accordance with the contract and schedule requirements of this Request for Proposal and resulting project. Include names of personnel and types of equipment or equipment vendors and availability of each to provide equipment in a timely manner.

**ATTACHMENT L.3, PAST PERFORMANCE QUESTIONNAIRE****INSTRUCTIONS TO THE REFERENCE  
FOR COMPLETING THE PAST PERFORMANCE QUESTIONNAIRE**

Handwritten completion of this questionnaire is acceptable, if legible.

Include evaluation of contractor's performance based solely on the performance for which the contractor was/is liable. Please do not let factors beyond the control of the contractor which have resulted in performance delays or other problems bias the evaluation of the contractor's performance.

The following is a definition of the scoring system used:

5: Performance meets contractual requirements and exceeds many to the Owner's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

4: Performance meets contractual requirements and exceeds some to the Owner's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

3: Performance meets contractual requirements. The contractual performance of the area being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

2: Performance does not meet some contractual requirements. The contractual performance of the element being assessed evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

1: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

0: Contractor performance was terminated. Requires explanation.

In completing the questionnaire please circle a number corresponding to your rating, or "N/A" if you are unable to provide an evaluation for any area.

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below "satisfactory". If more space is needed than is provided, you may attach additional sheets.

**PAST PERFORMANCE QUESTIONNAIRE**

*(To be completed by the Referenced POC with the Offeror's Business and Project Information)*

**I. CONTRACTOR/CONTRACT IDENTIFICATION.**

- A. Contractor (Company/Division):
- B. Contract Number/Identification:
- C. Contract Title (Brief Description of Work and Location):
- D. Contract Type: Fixed-Price, Cost-Reimbursement;
- E. Owner: Federal / State / Local Government or Private/Commercial:
- F. Period of Performance:
- G. Original Dollar Amount of Contract:
- H. Number of Modifications:
- I. Dollar Amount at Completion (or current amount, if not complete):



**II. PAST PERFORMANCE/QUALITY EVALUATION:**

**1. Quality of Product or Service** - Assess the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards): **5 4 3 2 1 0 N/A**

**Comments:**

**2. Schedule** - Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g., efforts that contribute to or effect the schedule variance): **5 4 3 2 1 0 N/A**

**Comments:**

**3. Cost Control** (Not applicable if the referenced contract was firm fixed price) - Assess the contractor's effectiveness in forecasting, managing and controlling contract cost: **5 4 3 2 1 0 N/A**

**Comments:**

**4. Business Relationships** - Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective actions plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, and the timely award and management of subcontracts. Additionally, please comment as to whether the contractor met small/small disadvantaged and women-owned business participation goals:

**5 4 3 2 1 0 N/A**

**Comments:**

**5. Competence of Technical Staff** – **Assess the technical capabilities of the contractor's staff.** Were technical solutions to your environmental problems developed that saved you time and money? Were you involved by the contractor in the technical planning of projects? Were the contractor's ideas repeatedly rejected or significantly modified by regulatory agencies? Were innovative technologies used?

**5 4 3 2 1 0 N/A**

**Comments**

**6. If you had a choice, would you use this company again?** Yes No

**Explain:**

**7. Other contacts who may be able to furnish past performance information:**

**RESPONDENT INFORMATION****[DO NOT RELEASE OUTSIDE OF THE GOVERNMENT – SOURCE SELECTION SENSITIVE DATA]****A. NAME OF EVALUATOR:****B. TITLE:****C. TELEPHONE NUMBER:****E-MAIL ADDRESS:****D. COMPANY/ORGANIZATION:****E. POSITION HELD IN REFERENCE TO THE CONTRACT  
(TECHNICAL INSPECTOR, CONTRACT ADMINISTRATOR, ETC.):****F. LENGTH OF INVOLVEMENT IN CONTRACT:****G. WAS THE OFFEROR GIVEN THE OPPORTUNITY TO RESPOND TO ALL  
ADVERSE PAST PERFORMANCE INFORMATION? Yes No Not Applicable Unknown**  
Explain:**H. DATE QUESTIONNAIRE COMPLETED/INFORMATION PROVIDED:****I. IF THE INFORMATION WAS SUBMITTED IN WRITING, THE SIGNATURE OF THE  
RESPONDENT:**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**FAX OR EMAIL COMPLETED QUESTIONNAIRE TO:****FAA, ATTN: SHAUNA MARTINEZ (AMQ-210)  
FAX 405-954-9219 EMAIL: [shauna.martinez@faa.gov](mailto:shauna.martinez@faa.gov)**

**ATTACHMENT L.4, BUSINESS DECLARATION FORM**

1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_

2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_

4 a. Name of Person Making Declaration \_\_\_\_\_  
b. Telephone Number of Person Making Declaration \_\_\_\_\_

c. Position Held in the Company \_\_\_\_\_

5 Controlling Interest in Company ("X" all appropriate boxes)

☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American

☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_

☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business

6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_

7 Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_

8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_

9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership

☐ c. Other (Explain) \_\_\_\_\_

10. Gross receipts of the firm for the last three years:

	a.1. Year	b.1. Gross
a.2. Year	_____	_____
b.2. Gross	_____	_____
a.3. Year Ending:	_____	b.3. Gross _____

11. Is the firm a small business? ☐ a. Yes ☐ b. No

12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No

13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_**  
**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE**  
**THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature \_\_\_\_\_

b. \_\_\_\_\_  
Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_

d. Title: \_\_\_\_\_

**ATTACHMENT L.5**  
**NEGOTIATED DIRECT HOURLY LABOR RATES**  
**FOR**  
**DTFAAC-10-R-04302**

NOTICE: This document is necessary and must be completed in order for FAA to insure that employees are being paid in accordance with the Service Contract Act. This form must be completed by each Offeror and returned with their Pricing Proposal.

The direct hourly rate set forth below reflects only the Direct Labor portion of the composite / billing rate shown in Section B.

<b><u>DIRECT LABOR CATEGORY</u></b>	<b><u>BASE YR</u></b>	<b><u>OPT YR 1</u></b>	<b><u>OPT YR 2</u></b>	<b><u>OPT YR 3</u></b>	<b><u>OPT YR 4</u></b>
Telecommunications Manager (Supervisor)	\$_____	\$_____	\$_____	\$_____	\$_____
Lead Telecommunications Technician	\$_____	\$_____	\$_____	\$_____	\$_____
Telecommunications Mechanic II / Splicer	\$_____	\$_____	\$_____	\$_____	\$_____
Electronics Technician Maintenance III	\$_____	\$_____	\$_____	\$_____	\$_____
Telecommunications Mechanic I	\$_____	\$_____	\$_____	\$_____	\$_____

**ATTACHMENT L.6**  
**SKILL CATEGORY DESIGNATION (EXEMPT / NON-EXEMPT)**  
**FOR**  
**DTFAAC-10-R-04302**

NOTICE: This document corresponds to AMS Clause 3.6.2-28, Service Contract Act of 1965, as Amended (Apr 1996), AMS Clause 3.6.2-30, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)(Apr 1996), and to the US Department of Labor Wage Determination found at Attachment J.1. This form must be completed by each Offeror and returned as part of their Price Proposal.

This contract is subject to the Service Contract Act of 1965, as amended (41 USC 351 et seq.). Every service employee performing work under a service contract in excess of \$2500 must be paid not less than the minimum prevailing wage rate and fringe benefits unless a specific exemption applies. The Offeror must identify exempt / non-exempt skill categories below. The Offeror's non-exempt skill category should be identified by the corresponding Department of Labor Occupation Title from the Wage Determination in Section J.

<u>DEPT OF LABOR OCCUPATION TITLE</u>	<u>OFFEROR'S OCCUPATION TITLE AND CODE</u>	<u>EXEMPT / NON-EXEMPT</u>
Telecommunications Manager (Supervisor)	_____	_____
Lead Telecommunications Technician	_____	_____
Telecommunications Mechanic II / Splicer	_____	_____
Electronics Technician Maintenance III	_____	_____
Telecommunications Mechanic I	_____	_____

**ATTACHMENT L.7, SAMPLE RESUME FORMAT**

**NAME:**

**FIRM NAME / ADDRESS:**

**JOB TITLE PROPOSED UNDER THIS SOLICITATION:**

**CURRENT JOB TITLE:**

**SCHOOLING/TRAINING: (Include dates and locations of training/schooling)**

**PROFESSIONAL CERTIFICATIONS:**

**WORK EXPERIENCE: (Starting from the most recent position for all applicable positions)**

**MM/YY to MM/YY: POSITION TITLE; ORGANIZATION; LOCATION  
BRIEF DESCRIPTIONS OF RESPONSIBILITIES AND DUTIES**